

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

JOSEPH BIASI, individually and on behalf of all others
similarly situated,

DECLARATION

Case No.: 6:15-cv-0454

Plaintiffs,

-against-

WAL-MART STORES EAST, LP, EARLENE
SCHAEFFER, RYAN DUNPHY and REBECCA
PAUKSTELA,

Defendants,

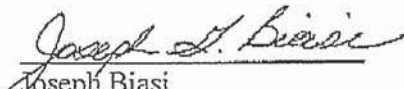
Joseph Biasi being duly sworn states:

1. I am the plaintiff in the above case and submit this declaration to clarify a few points raised by Wal-Mart.
2. I worked in the Amsterdam New York Wal-Mart store as an unloader up until the time I was wrongfully discharged.
3. While the majority of my time was spent in the receiving area and unloading general merchandise, I also spent a substantial amount of time loading and unloading the food trucks and delivering food products to the Deli and Bakery area.
4. While it is true that the process of unloading a food truck took approximately "10 to 15 minutes" certainly there are other tasks involved in receiving and delivering food to the Deli and Bakery area. Ordinarily when a food truck came in there were a number of pallets (many time 8-10 pallets), and, each pallet needed to be unloaded from the truck; organized; and then delivered to the Deli or Bakery area. Many times the process of receiving and delivering food to the Deli and Bakery took in excess of an hour, as the food items were bulky and mixed in with deliveries from other stores.

5. On any given week this process would be repeated several times.
6. There were many days that I spent well over two hours delivering food to the Deli or Bakery area, or otherwise performing work for that area of the Store, such as stocking food items in the Deli and Bakery area.
7. I was provided two vests to wear even though I regularly worked five days per week. On a few occasions, if there was a rip, tear, or other problem with a vest, then I could trade it in for another vest. However, at any given time I still only had two vests, as the ripped or torn vest would be traded in.
8. Wal-Mart did not advise me that I could have my uniform cleaned at the company's expense.
9. As I explained in my deposition, there was a uniform policy posted on the board at one point in time; however, the policy that was posted did not state that Wal-Mart would wash our vests for us, nor was I ever given instructions or directions as to how I could have my vest laundered.
10. Certainly Wal-Mart never notified me, individually, in writing that my uniform would be cleaned at the company's expense.
11. With regard to the Deli and Bakery area, I have many times ordered food from these areas of the store and consumed the food on Premises, either in the break room, or for example outside.
12. I have witnessed many other coworkers and customers order food and consume it on Premises.

I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Dated: September 17, 2016


Joseph Biasi